

CONTINGENCY FEE EMPLOYMENT CONTRACT

The undersigned Client(s), James T. May, (hereinafter referred to as "Client"), do(es) hereby employ Hamilton & Berry, LLC (hereinafter referred to as "Attorneys"), to represent Client in their claim for injuries and damages against Associates Financial Services and/or TranSouth Financial Services.

The conditions of representation are as follows:

1. For such legal professional services, the Client agrees to pay the Attorneys solely from the proceeds of any recovery percent of the gross amount recovered or paid on this claim, whether by settlement, trial, or otherwise. Nothing contained herein shall require the Attorneys to appeal an award or decision adverse to the Client.

2. The Client hereby authorizes the Attorneys to fully investigate the above claim(s) and, if deemed appropriate by the Attorneys, to prepare, file, and prosecute the claim(s). The Client agrees to fully cooperate with Attorneys, be available at their request, and keep the Attorneys informed of the Client's whereabouts at all times.

3. The Client understands and agrees that the Attorneys may, at their option and discretion, use other Counsel of their choice to assist or work on, or handle any and all matters that may arise during the prosecution of the Client's claim(s). **The use of such other Counsel shall be at no additional cost to Client, unless Client agrees to additional fees and expenses in writing.**

4. If, after reasonable investigation of the previously mentioned claim(s), the Attorneys determine that it is not feasible to prosecute the claim(s), it is agreed upon notification of the Client of that fact, the Attorneys may withdraw from representation of the Client under this contract without further obligation.

5. The undersigned Client further agrees that all out of pocket expense incurred by Attorneys in connection with the handling of this matter, including interest on any money Attorneys borrow for expenses, shall be deducted from the gross recovery by Attorneys with the balance to be the "net amount" referred to above. This also includes all incidental and consequential expenses that are determined by the Attorneys to be reasonable and necessary for the prosecution of this/these claim(s). These fees include, but are not limited to; fees paid to a legal investigator for their services and expenses. If

EXHIBIT

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no recovery is made, there will be no fee for expenses due to Attorneys who shall be solely responsible for all such expenses.

6. In the event a settlement is paid in installments, the future payment shall be reduced to present value in calculating the fee payable hereunder.

7. Client agrees that Attorneys have made no promise or guarantees regarding the outcome of Client's claim(s).

8. The Client states that no other Law Firm or Attorney is presently representing the Client in connection with this matter.

9. This agreement shall be governed by and construed according to the laws of the State of Alabama.

10. This agreement shall be binding on the Client, his/her heirs, executors, and legal representatives.

11. Client agrees that their individual case may be included with other cases that are similar to theirs and that the attorneys can settle all these cases for a gross amount. The client further agrees that the amount they receive will be determined by a special master, judge or referee who will be chosen by their attorneys.

This the 10 day of April, 2001.

CLIENT(S): James T. King

DATE OF BIRTH(S): 03-30-57

ADDRESS: Headland,

SOCIAL SECURITY NUMBER(S):

Alabama 36345

416-84-8152

PHONE NUMBER(S):

HOME: 334-585-3413

WORK: 334-678-9300

OTHER: 1888-535-4061 ext 00189

CLIENT SIGNATURE(S):

Hamilton & Berry, LLC
Post Office Box 240609
Montgomery, AL 36124-0609
(334) 396-5719
1-877-850-0146

ACCEPTED: Lee Hamilton

DATE: 6-7-01